

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND, F/K/A NEW ENGLAND  
TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC - RHODE ISLAND**

**and**

**LIGHTWAVE COMMUNICATIONS, LLC**

This Amendment No. 1 (this "Amendment") to the Interconnection Agreement (the "Agreement") which became effective January 25, 2002 is by and between Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ("Verizon"), a New York corporation at 185 Franklin Street, Boston, Massachusetts 02110 and LightWave Communications, LLC (LightWave), a Delaware Limited Liability Company with offices at 14504 Greenview Drive, Suite 302, Laurel, Maryland 20708. Verizon and LightWave being referred to collectively, as the "Parties" and individually as a "Party". This Amendment covers services in the State of Rhode Island the ("State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated January 11, 2002 (the "Adoption Letter"), LightWave adopted in the State of Rhode Island, the interconnection agreement between Level 3 Communications, LLC and Verizon (the "Terms"); and

**WHEREAS**, subsequent to the approval of the Terms LightWave notified Verizon that it desired to amend the Terms; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Terms; and

**WHEREAS**, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

**WHEREAS**, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment attached hereto shall govern Verizon's provision of Network Elements to LightWave.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

UNE Remand Amendment

IN WITNESS WHEREOF, each Party has executed this Amendment, and it shall be effective upon execution by both Parties.

LIGHTWAVE COMMUNICATIONS, LLC

VERIZON NEW ENGLAND INC., D/B/A  
VERIZON RHODE ISLAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Steven J. Pitterle \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director – Contract Negotiations

## UNE Remand Attachment

### 1. General

- 1.1. Verizon shall provide to LightWave, in accordance with the Terms, as amended (hereinafter referred to in this UNE Remand Attachment as the "Agreement"), this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to LightWave only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to LightWave to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should LightWave engage in a pattern of behavior that suggests that LightWave either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling LightWave to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that LightWave then converts to UNEs or Combinations, then Verizon will provide written notice to LightWave that its actions suggest that LightWave is engaged in a pattern of bad faith conduct. If LightWave fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, with thirty (30) calendar days advance written notice to LightWave, to institute an embargo on provision of new services and facilities to LightWave. This embargo shall remain in effect until LightWave provides Verizon with adequate assurances that the bad faith conduct shall cease. Should LightWave repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of the Agreement that address default.
- 1.3. LightWave may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to LightWave. Without limiting the foregoing, LightWave may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to LightWave in order to allow LightWave to provide such Exchange Access services.
- 1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment:

- 1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to LightWave a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to LightWave as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
  - 1.4.2. Verizon shall not be obligated to provide to LightWave, and LightWave shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to LightWave, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to LightWave. If Verizon terminates its provision of a UNE or a Combination to LightWave pursuant to this Section 1.5 and LightWave elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with LightWave to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of LightWave; and, (b) LightWave shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6. Nothing contained in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement, this UNE Remand Attachment and the Pricing Attachment to the UNE Remand Attachment as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to LightWave on an unbundled basis or in combination with other Network Elements.
- 1.7. Except as otherwise expressly stated in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, LightWave shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with Verizon's tariffs at the Verizon Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to LightWave's Collocation node by means of a Cross Connection.
- 1.8. If as the result of LightWave Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the LightWave Customer premises, LightWave will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Appendix to the UNE Remand Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

- 1.9. Notwithstanding anything else set forth in the Agreement, this UNE Remand Attachment or the Pricing Appendix to the UNE Remand Attachment and subject to the conditions set forth in this Section 1 of this UNE Remand Attachment, Verizon shall provide access to Verizon's Network Elements and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (collectively, the "Rates" and, individually, a "Rate"). Certain of these Rates are set forth in the Pricing Appendix to the UNE Remand Attachment, which Rates Verizon shall charge LightWave and LightWave agrees to pay to Verizon. LightWave acknowledges, however, that certain Rates are not set forth in the Pricing Appendix to the UNE Remand Attachment as of the effective date of this UNE Remand Attachment ("Effective Date") but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing a Rate not included in the Pricing Appendix to the UNE Remand Attachment as of the Effective Date, Verizon shall notify LightWave in writing of such Rate in accordance with, and subject to, the notices provision of the Agreement and thereafter shall bill LightWave, and LightWave shall pay to Verizon, for services provided under this UNE Remand Attachment on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to LightWave pursuant to this Section 1.9 shall be deemed to be a part of the Pricing Appendix to the UNE Remand Attachment immediately after Verizon sends such notice to LightWave and thereafter.

## 2. **UNE Remand Provisions**

- 2.1. Subject to the conditions set forth in Section 1, Verizon shall allow LightWave to access Loops unbundled from local switching and local transport, in accordance with this Section 2.1 and the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment. Verizon shall allow LightWave access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 2.1.1. "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to LightWave in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time.

- 2.1.2. "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics.

### 2.2. Network Interface Device

Subject to the conditions set forth in Section 1, at LightWave's request, Verizon shall permit LightWave to connect a LightWave Loop to the Inside Wiring of a

Customer through the use of a Verizon NID in accordance with this Section 2.2 and the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment. Verizon shall provide LightWave with access to NIDs in accordance with, but only to the extent required by, Applicable Law. LightWave may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining LightWave NID deployed by LightWave or, if an entrance module is available in the Verizon NID, by connecting a LightWave Loop to the Verizon NID. In all cases, Verizon shall perform this connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 2.2.1. In no case shall LightWave access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 2.2.2. In no case shall LightWave access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 2.2.3. In no case shall LightWave remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 2.2.4. In no case shall LightWave remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 2.2.5. Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 2.2.6. When LightWave is connecting a LightWave-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, LightWave does not need to submit a request to Verizon and Verizon shall not charge LightWave for access to the Verizon NID. In such instances, LightWave shall comply with the provisions of Sections 2.2.1 through 2.2.6 of this UNE Remand Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 2.2.7 of this UNE Remand Attachment.
- 2.2.7. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), LightWave may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
- 2.2.8. Where an adequate length of Inside Wiring is present and environmental conditions permit, LightWave may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to LightWave's NID.
- 2.2.9. Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, LightWave may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable

“punch out” hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

2.2.10. LightWave may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. LightWave, its agent, the building owner or the Customer). If LightWave accesses the Customer’s Inside Wiring as described in this Section 2.2.10, time and materials charges will be billed to the requesting party (i.e. LightWave, its agent, the building owner or the Customer).

### 2.3. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a “Combination”) only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to LightWave, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the “Combo Requirements”). Verizon shall make the Combo Requirements publicly available in an electronic form.

### 2.4. Sub-Loop Distribution (USLA)

Subject to the conditions set forth in Section 1 and upon request by LightWave, Verizon shall provide LightWave with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 2.4, the rates set forth in the Pricing Appendix to the UNE Remand Attachment, and the rates, terms and conditions set forth in Verizon’s applicable Tariffs. A “Distribution Sub-Loop” means a two-wire or four-wire metallic distribution facility in Verizon’s network between a Verizon feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon shall provide LightWave with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

2.4.1. LightWave may request that Verizon reactivate (if available) an unused drop and NID or provide LightWave with access to a drop and NID that, at the time of LightWave’s request, Verizon is using to provide service to the Customer.

2.4.2. LightWave may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if LightWave is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of LightWave at such terminal. To obtain access to a Sub-Loop Distribution Facility, LightWave shall install a TOPIC on an easement or Right of Way obtained by LightWave within 100 feet of the Verizon FDI to which such Distribution Sub-Loop is connected. A



TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a LightWave TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by LightWave for any electronics in the TOPIC. LightWave shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

2.4.3. LightWave may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to LightWave, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

2.4.4. To order access to a Sub-Loop Distribution Facility, LightWave must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a LightWave TOPIC. To make such a request, LightWave must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which LightWave wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of LightWave's demand for access to Sub-Loop Distribution Facilities at the requested FDI. LightWave must submit the application fee set forth in the Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. LightWave must submit Sub-Loop Interconnection Applications to:

LightWave's Account Manager

2.4.5. Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to LightWave a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statements of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").

2.4.6. LightWave shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of LightWave's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution

Facility Interconnection Application shall be deemed to have been withdrawn if LightWave breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide LightWave with access to a Distribution Sub-Loop, Verizon shall bill LightWave, and LightWave shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

- 2.4.7. After Verizon has completed the installation of the interconnecting cable to a LightWave TOPIC and LightWave has paid the full cost of such installation, LightWave can request the connection of Verizon Sub-Loop Distribution Facilities to the LightWave TOPIC. At the same time, LightWave shall advise Verizon of the services that LightWave plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. LightWave shall run any crosswires within the TOPIC.
- 2.4.8. If LightWave requests that Verizon reactivate an unused drop and NID, then LightWave shall provide dial tone (or its DSL equivalent) on the LightWave side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the LightWave dial tone or equivalent from the TOPIC. If LightWave requests that Verizon provide LightWave with access to a Sub-Loop Distribution Facility that, at the time of LightWave's request, Verizon is using to provide service to a Customer, then, after LightWave has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, LightWave shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit LightWave's long-term number portability request.
- 2.4.9. Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 2.4.10. Verizon shall provide LightWave with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 2.4.11. Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of LightWave and subject to the time and material rates set forth in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. LightWave accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) LightWave reports to Verizon a Customer trouble, (b) LightWave requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused

by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, LightWave shall pay Verizon the charges set forth in the Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by LightWave is not available at the appointed time. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to LightWave by Verizon. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to LightWave by Verizon.

2.5. Sub-Loop – Feeder (UFSE).

Subject to the conditions set forth in Section 1 of this UNE Remand Attachment and upon request by LightWave, Verizon shall provide LightWave with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 2.5, the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office.

- 2.5.1. LightWave may obtain access to a Feeder Sub-Loop only from a LightWave collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if LightWave has a collocation arrangement in such RTEE. Upon LightWave's request, Verizon will connect a Feeder Sub-Loop to a LightWave collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a LightWave collocation arrangement in the Verizon RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that LightWave has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and LightWave that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a LightWave collocation arrangement in a Verizon Central Office or to a LightWave TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. LightWave may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 2.5.2. LightWave shall run any crosswires within a LightWave physical collocation arrangement and a LightWave TOPIC and LightWave will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a LightWave collocation arrangement. LightWave shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and LightWave shall not bill Verizon, and Verizon shall not pay LightWave, for providing such power and space.
- 2.5.3. Verizon shall not be obligated to provide to LightWave any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If LightWave requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to LightWave in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 2.5.4. Verizon shall provide LightWave with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 2.5.5. Verizon shall repair and maintain a Feeder Sub-Loop at the request of LightWave and subject to the time and material rates set forth in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. LightWave may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. LightWave accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) LightWave reports to Verizon a trouble, (b) LightWave requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then LightWave shall pay Verizon the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a LightWave contact as designated by LightWave is not available at the appointed time. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to LightWave by Verizon. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to LightWave by Verizon.

2.6. Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow LightWave to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2.7. Dark Fiber

Subject to the conditions set forth in Section 1 and upon request, Verizon shall provide LightWave with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Appendix to the UNE Remand Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available at the requested availability date. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

- 2.7.1. A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.
- 2.7.2. A "Dark Fiber Sub-Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.
- 2.7.3. A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a LightWave Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

2.8. In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

- 2.8.1. Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to LightWave's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to LightWave's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment

enclosure that can be cross-connected to LightWave's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to LightWave's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to LightWave's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to LightWave's collocation arrangement or adjacent structure. A LightWave demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A LightWave demarcation point at a Customer premise shall be established at a location that is no more than 30 feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the LightWave demarcation point by installing a fiber jumper no greater than 30 feet in length

- 2.8.2. LightWave may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and LightWave may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available LightWave unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF already are terminated on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points or cases to accommodate LightWave's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to LightWave.
- 2.8.3. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 2.8.4. Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a LightWave collocation arrangement or (2) from a Verizon Accessible Terminal to LightWave's demarcation point at a Customer premise or LightWave Central Office.
- 2.8.5. A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within

fifteen (15) Business Days from receipt of LightWave's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

- 2.8.6. LightWave shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 2.8.7. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.
- 2.8.8. A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to LightWave in the condition that it is available in Verizon's network at the time that LightWave submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for LightWave's use.
- 2.8.9. Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to LightWave as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 2.8.10. Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to LightWave as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 2.8.11. LightWave shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 2.8.12. LightWave may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 2.8.13. Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to LightWave for use for Special or Switched Exchange Access Services, LightWave shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 2.8.14. In order to preserve the efficiency of its network, Verizon will limit LightWave to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Amendment:
  - 2.8.14.1. Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to LightWave upon a showing of need to

the Commission and twelve (12) months' advance written notice to LightWave; and

- 2.8.14.2. Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to LightWave upon a showing to the Commission that LightWave underutilized fiber within any twelve (12) month period;
- 2.8.14.3. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a LightWave order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than LightWave, or impair Verizon's ability to meet a legal obligation.

2.8.15. LightWave may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

2.8.16. LightWave shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of LightWave; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) LightWave's collocation arrangements with any proper optical cross connects or other equipment that LightWave needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. LightWave hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that LightWave places an order for the applicable dark fiber, and that it shall maintain the same going forward.

2.8.17. LightWave is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.

2.8.18. LightWave is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of LightWave.

## 2.9. Inside Wire

### 2.9.1. House and Riser.



Subject to the conditions set forth in Section 1 and upon request by LightWave, Verizon shall provide to LightWave access to a House and Riser Cable (as such term is hereinafter defined) in accordance with this Section 2.9 and the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for LightWave. LightWave may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide LightWave with access to House and Riser Cable in accordance with, but only to the extent required by, Applicable Law. LightWave must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

- 2.9.1.1. LightWave shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.
- 2.9.1.2. If suitable space is available, LightWave shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.
- 2.9.1.3. LightWave's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that LightWave's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.
- 2.9.1.4. LightWave shall identify its terminal block and equipment as a LightWave facility.
- 2.9.2. To provide LightWave with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for LightWave, (c) secure space for LightWave in any building, (d) secure access to any portion of a building for LightWave or (e) reserve space in any building for LightWave.
- 2.9.3. LightWave must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to LightWave service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to LightWave's termination block, and Verizon shall determine how to perform such installation. LightWave shall coordinate with Verizon to

ensure that House and Riser Cable facilities are converted to LightWave in accordance with LightWave's order for such services.

- 2.9.4. If a LightWave compatible connecting block or spare termination on LightWave's connecting block is not available at the time of installation, Verizon shall bill LightWave, and LightWave shall pay to Verizon, the Not Ready Charge set forth in the Pricing Appendix to the UNE Remand Attachment and the Parties shall establish a new cutover date.
- 2.9.5. Verizon shall perform all installation work on Verizon equipment. All LightWave equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 2.9.6. Verizon shall repair and maintain a House and Riser Cable at the request of LightWave. LightWave shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) LightWave reports to Verizon a Customer trouble, (b) LightWave requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then LightWave shall pay Verizon the charge set forth in the Pricing Appendix to the UNE Remand Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by LightWave is not available at the appointed time. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Appendix to the UNE Remand Attachment will be assessed per occurrence to LightWave by Verizon. If as the result of LightWave instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Appendix to the UNE Remand Attachment will be assessed per occurrence to LightWave by Verizon.

## **Pricing Appendix to the UNE Remand Attachment**

### **1. General**

- 1.1. As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2. Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3. The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4. In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix.
- 1.5. The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in the Agreement, the UNE Remand Attachment or this Pricing Appendix to the UNE Remand Attachment, such Charges shall apply.
- 1.7. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### **2. LightWave Prices**

Notwithstanding any other provision of the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment, the Charges that LightWave bills Verizon for LightWave's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that LightWave's cost to provide such LightWave Services to Verizon exceeds the Charges for Verizon's comparable Services and LightWave has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

### **3. Section 271**

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which

under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

4. **Regulatory Review of Prices**

Notwithstanding any other provision of the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**Exhibit A****VERIZON RHODE ISLAND - UNE REMAND ITEMS****I. UNE Remand Items<sup>1</sup>****(a) Recurring Charges**

Service or Element Description:	Recurring Charges
LOOPS	
<b>DS3 Loops</b>	\$951.20*
<b>Fixed</b>	\$16.89*
Loop Fiber per ¼ mi.	
<b>DDS loops (4-wire)</b>	\$67.93*
	\$87.75*
	\$104.18*
Urban	
Suburban	
Rural	
Stand-alone NID – 2 Wire	\$1.07*
Stand-alone NID – 4 Wire	\$1.30*
Shared NID	TBD
Stand-alone NID – DS1 (with smart jack)	\$6.79*

Service or Element Description:	Recurring Charges
SWITCH/PLATFORM	
<b>Centrex Platform Features</b>	
CTX Intercom	\$ 2.1474*
CTX Announcement	\$1.6442*
3-Way Conference (CTX)	\$0.3987*
Automatic Callback	\$ 0.6725*

<sup>1</sup> All rates and/or rate structures set forth herein, that are marked with an asterisk ("\*"), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such rates and/or rate structures as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Commission should approve or make effective rates and/or rate structures different than those shown in Appendix A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Appendix A.

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Distinctive Ring	\$ 0.1056*
Loudspeaker Paging	\$15.3925*
Selective Call Acceptance	\$0.0990*
Selective Call Forwarding	\$ 0.0491*
Selective Call Rejection	\$0.7796*
Six Way Conference	\$1.9284*
Music - on - Hold	-
Meet-me Conference (DMS-only)	\$ 1.1036*
<i>UNE-P Combinations</i>	
All monthly rates and usage charges associated with the individual network elements included in the UNE-P arrangements apply in accordance with rate regulations established for those elements.	

Service or Element Description:	New Service
EEL	
EEL Test Charge	Recurring
2 Wire Analog per loop	\$0.17*
2 Wire Digital per loop	\$0.37*
4 Wire Analog per loop	\$0.47*
DS 1 1.544Mbps per loop	\$7.27*
4 Wire Digital Data (56 KD) per loop (DDS)	\$0.62*
DS3 45 Mbps per loop	\$7.02*

Service or Element Description:	Recurring Charges
EEL Voice grade/DS0 Transport Monthly- Fixed per VG/DS0 channel	\$26.00*
Monthly- per mile, perVG/DS0 channel	\$.02*

UNE Remand Amendment

Service or Element Description:	Recurring Charges
IOF	
STS-1	
Fixed per month	\$423.00*
Variable per mile per month	\$16.23*

Service or Element Description:	Recurring Charges
<b>Subloops at FDI</b>	
2-wire Subloop	
Urban	\$8.72*
Suburban	\$12.62*
Rural	\$13.73*
4-wire Subloop	
Urban	\$11.95*
Suburban	\$18.80*
Rural	\$20.85*
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Access- per pair/month	\$0.63*
Floor Access- per floor riser, per pair	\$0.01*
Bldg. Set-up service- per 50 pair	\$128.15*
Dark Fiber Loops	
Dark Fiber - per 1/4 Mile (per loop/month)	\$25.31*
Customer premise FDF (per loop/month)	\$6.96*
Switch premise FDF (per loop/month)	\$10.78*
Dark Fiber IOF	
Dark Fiber – IOF- per Mile (per loop/month)	\$128.13*
Serving CO (per loop/month)	\$10.78*
Channel Termination- per 1/4 Mile (per loop/month)	\$32.03*
POP FDF	\$8.95*

**(b) Non-Recurring Charges**

Service or Element Description:	New Service
LOOPS	
<b>DS3 Loops</b>	
Service Order	\$15.57*
Service Order – Expedite	\$23.05*
Manual Intervention Surcharge	\$0*
Manual Intervention Surcharge- Expedite	\$0*
Service Connection -Other	\$133.56*
Service Connection -Other- Expedite	\$146.26*
Service Connection – CO Wiring	\$232.06*
Service Connection- CO Wiring- Expedite	\$307.79*
Service Connection - Installation Dispatch Out	\$39.03*
Service Connection - Installation Dispatch Out- Expedite	\$39.03*
<b>DDS Loops (4 Wire)</b>	
Service Order	\$42.46*
Service Order – Expedite	\$62.86*
Manual Intervention Surcharge	\$4.53*
Manual Intervention Surcharge- Expedite	\$6.70*
Service Connection -Other	\$82.25*
Service Connection -Other- Expedite	\$82.25*
Service Connection – CO Wiring	\$30.72*
Service Connection- CO Wiring- Expedite	\$30.72*
Installation Dispatch Out	\$39.03*
Installation Dispatch Out- Expedite	\$39.03*
Stand-alone NID – 2 Wire,	\$1.02*
Stand-alone NID – 4 Wire,	\$1.24*
Shared NID - Per Loop	TBD
TC not ready- per occasion	\$27.86*
Time: first 30 minutes	\$27.86*
Subsequent 15 minutes (period or part)	\$5.77*
Service Order	\$0.00*
Service Order – Expedite	\$0.00*
Manual Intervention Surcharge	\$13.87*
Manual Intervention Surcharge- Expedite	\$20.53*
Installation Dispatch Out	\$50.19*
Installation Dispatch Out- Expedite	\$66.92*



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Service or Element Description:	New Service	Migration
<b>SWITCH/PLATFORM</b>		
POTS/Centrex/PAL/ISDN BRI UNE Platforms		
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$13.87*	\$26.61*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$20.53*	\$39.40*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA*
2 to 9 links		
Service Order	\$0.00*	\$9.34*
Service Order – Expedite	\$0.00*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$40.76*	\$46.71*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$60.35*	\$69.15*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA
10+ Links		
Service Order	\$9.34*	\$9.34*
Service Order – Expedite	\$13.83*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$224.19*	\$198.15*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$331.92*	\$293.37*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA

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Service or Element Description:	New Service	Migration
UNE Coin Access Line- Platforms		
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$13.87*	\$26.61*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$20.53*	\$39.40*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA
2 to 9 links		
Service Order	\$0.00*	\$9.34*
Service Order – Expedite	\$0.00*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$40.76*	\$46.71*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$60.35*	\$69.15*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA
10+ Links		
Service Order	\$9.34*	\$9.34*
Service Order – Expedite	\$13.83*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$224.19*	\$198.15*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$331.92*	\$293.37*
Service Connection –Other	\$1.82*	\$1.52*
Service Connection – CO Wiring	\$7.61*	NA
DS1/DID/DOD/PBX UNE Platforms		
Single Link		

UNE Remand Amendment

Service or Element Description:	New Service	Migration
Service Order	\$42.46*	\$42.46*
Service Order – Expedite	\$62.86*	\$62.86*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$4.53*	\$4.53*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$6.70*	\$6.70*
Service Connection -Other	\$159.24*	\$50.27*
Service Connection -Other- Expedite	\$187.15*	\$63.56*
Service Connection – CO Wiring	\$11.56*	NA
Service Connection- CO Wiring- Expedite	\$15.33*	NA
ISDN- PRI UNE Platforms		
Single Link		
Service Order	\$42.46*	\$42.46*
Service Order – Expedite	\$62.86*	\$62.86*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$4.53*	\$4.53*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$6.70*	\$6.70*
Service Connection -Other	\$159.24*	\$50.27*
Service Connection -Other- Expedite	\$187.15*	\$63.56*
Service Connection – CO Wiring	\$11.56*	NA
Service Connection- CO Wiring- Expedite	\$15.33*	NA
POTS/ -FX- UNE Platforms		
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$13.87*	\$26.61*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*

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Service or Element Description:	New Service	Migration
Service Order	\$20.53*	\$39.40*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
2 to 9 links		
Service Order	\$0.00*	\$9.34*
Service Order – Expedite	\$0.00*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$40.76*	\$46.71*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$60.35*	\$69.15*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
10+ Links		
Service Order	\$9.34*	\$9.34*
Service Order – Expedite	\$13.83*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$224.19*	\$198.15*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$331.92*	\$293.37*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
UNE ISDN-BRI -FX- UNE Platforms		
Single Link		
Service Order	\$14.16*	\$0.00*
Service Order – Expedite	\$20.95*	\$0.00*

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Service or Element Description:	New Service	Migration
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$13.87*	\$26.61*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$20.53*	\$39.40*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
2 to 9 links		
Service Order	\$14.16*	\$9.34*
Service Order – Expedite	\$20.95*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$40.76*	\$46.71*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$60.35*	\$69.15*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
10+ Links		
Service Order	\$23.49*	\$9.34*
Service Order – Expedite	\$34.78*	\$13.83*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$224.19*	\$198.15*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$331.92*	\$293.37*
Service Connection –Other	\$135.38*	\$1.52*
Service Connection –Other- Expedite	\$148.08*	\$1.52*
Service Connection – CO Wiring	\$99.46*	NA
Service Connection – CO Wiring –Expedite	\$125.26*	NA
UNE DS1/DID/DOD/PBX -FX- UNE		

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Service or Element Description:	New Service	Migration
Platforms		
Single Link		
Service Order	\$42.46*	\$42.46*
Service Order – Expedite	\$62.86*	\$62.86*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$4.53*	\$4.53*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$6.70*	\$6.70*
Service Connection –Other	\$292.81*	\$50.27*
Service Connection –Other- Expedite	\$333.41*	\$63.56*
Service Connection – CO Wiring	\$147.21*	NA
Service Connection – CO Wiring –Expedite	\$185.22*	NA
UNE ISDN- PRI -FX- UNE Platforms		
Single Link		
Service Order	\$42.46*	\$42.46*
Service Order – Expedite	\$62.86*	\$62.86*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$4.53*	\$4.53*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$6.70*	\$6.70*
Service Connection –Other	\$292.81*	\$50.27*
Service Connection –Other- Expedite	\$333.41*	\$63.56*
Service Connection – CO Wiring	\$147.21*	NA
Service Connection – CO Wiring –Expedite	\$185.22*	NA

Service or Element Description:	Normal Interval	Expedited Interval
IOF - NRC		
STS-1		
Service Order	\$15.57*	\$23.05*
Manual Surcharge	\$0.00*	\$0.00*

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Service Connection - Other	\$133.56*	\$146.26*
Service Connection – CO-Wiring	\$232.06*	\$307.79*

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Service or Element Description:	New Service	Migration
<b>Subloops at FDI</b>		
Sub-loop Interconnection (between FDI and TOPIC)		
Sub-loop Interconnection Application	\$2,500*	
Sub-Loop Work order	ICB	
*i.e., CO collo application rate		
<b>Sub-loop Cross Connection (Service Activation)</b>		
<b>Subloop 2 Wire New (New- 2W- UNE Subloop Arrangement- USLA)</b>		
<b>Per Order Charges</b>		
Service Order	\$14.16*	\$14.16*
Service Order – Expedite	\$20.95*	\$20.95*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$13.87*	\$13.87*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$20.53*	\$20.53*
Per Sub-loop Charges		
Per Initial Sub-Loop in Order		
Service Connection –Other	\$1.18*	\$31.91*
Service Connection – CO Wiring	NA	NA
Installation Dispatch	\$117.48*	\$133.82*
Installation Dispatch- Expedite	\$156.64*	\$178.43*
Per Additional Sub-Loop on Order		
Service Connection –Other	\$1.18*	\$31.91*
Service Connection – CO Wiring	NA	NA
Installation Dispatch	\$45.97*	\$62.00*
Installation Dispatch- Expedite	\$61.28*	\$82.66*
<b>Subloop 4 Wire New (New- 4W- UNE Subloop Arrangement- USLA)</b>		
<b>Per Order Charges</b>		
Service Order	\$42.46*	\$42.46*
Service Order – Expedite	\$62.86*	\$62.86*
Manual Intervention Surcharge		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$4.53*	\$4.53*
Manual Intervention Surcharge- Expedite		
Service Connection charge	\$0.00*	\$0.00*
Service Order	\$6.70*	\$6.70*
Per Sub-loop Charges		
Per Initial Sub-loop on Order		



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Service or Element Description:	New Service	Migration
Service Connection –Other	\$1.18*	\$31.91*
Service Connection – CO Wiring	NA	NA
Installation Dispatch	\$147.71*	\$149.79*
Installation Dispatch- Expedite	\$169.94*	\$199.72*
Per Additional Sub-loop on Order		
Service Connection –Other	\$1.18*	\$31.91*
Service Connection – CO Wiring	NA	NA
Installation Dispatch	\$80.98*	\$74.54*
Installation Dispatch- Expedite	\$107.97*	\$99.38*

Service or Element Description:	New Service
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Setup Service Cost Per 50 pair	\$128.15*
House and Riser Cable Service Installation Charge, -Per occasion	Time & Material
Time <sup>2</sup> :	
First 30 minutes	\$27.86*
Subsequent 15 minutes	\$5.77*
Period or fraction thereof	
TC not ready- per occasion	\$27.86*
<b>Dark Fiber Loops</b>	
Service Order Charge	
Service Order	\$63.73*
Service Order – Expedite	\$94.25*
Service Connection Charge	
Service Connection CO Wiring	\$43.88*
Service Connection CO Wiring –Expedite	\$58.31*
Service Connection- Other	\$481.64*
Service Connection-Other Expedite	\$646.35*
Installation Dispatch	
Normal	\$140.34*
Expedite	\$187.12*
<b>Dark Fiber IOF</b>	

<sup>2</sup> A dispatch of a technician during hours not sequential to that technician's normal scheduled tour of duty has a four-hour minimum charge.

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Service or Element Description:	New Service
Service Order	\$63.73*
Service Order – Expedite	\$94.25*
Service Connection- CO Wiring	\$48.53*
Service Coonection0 CO Wiring- Expedite	\$64.50*
Service Connection-Other	\$212.03*
Service Connection-Other- Expedited	\$272.74*
Installation Dispatch	\$140.34*
Installation Dispatch- Expedited	\$187.12*
Record Review- per record	\$159.76*
Time and Materials Rates	
	\$55.76*
Network Transport Engineering- Planning	\$74.47*
Network Transport Engineering- Planning- Expedite	\$55.76*
Network Transport Engineering-Design	\$74.47*
Network Transport Engineering-Design- Expedite	\$48.73*
OSP Operations per hour	\$67.45*
OSP Operations per hour- Expedited	\$47.89*
CO Frame per hour	\$63.53*
CO Frame per hour- Expedited	